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7 LUCASFILM LTD. and LUCASFILM
ENTERTAINMENT COMPANY LTD.
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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 WESTERN DIVISION

13 LUCASFILM LTD., a California
14 corporation; and LUCASFILM
ENTERTAINMENT
15 COMPANY LTD., a California
16 corporation;

17 Plaintiffs,

18 v.

19 EZ2FLY, INC., a California corporation
20 doing business as DIGITRONICS and
WALKERAUSA.COM; PATRICK LE,
21 an individual; GUANGZHOU
WALKERA TECHNOLOGY CO.
22 LIMITED, a Chinese business entity;

23 Defendants.
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Case No.: CV 10-02575 CBM (VBKx)

**STIPULATED PERMANENT
INJUNCTION AS TO DEFENDANTS
EZ2FLY, INC. AND PATRICK LE**

1 Plaintiffs LUCASFILM LTD., and LUCASFILM ENTERTAINMENT
2 COMPANY LTD., (“Plaintiffs” or “Lucasfilm”), having filed a complaint in this
3 action charging defendants EZ2FLY, INC., doing business as Digitronics and
4 Walkerausa.com (“EZ2FLY”), and Patrick Le (“Le”), and other defendants, with
5 Federal Copyright Infringement, Federal False Designation of Origin, California
6 common law trademark infringement and unfair competition, California statutory
7 unfair competition, and constructive trust, and Defendants EZ2FLY and Le
8 (Lucasfilm, EZ2FLY, and are hereinafter collectively referred to as the “Parties”)
9 desiring to settle the controversy between the Parties, it is

10 **ORDERED, ADJUDGED AND DECREED** as between the Parties hereto
11 that:

12 1. This Court has jurisdiction over this matter pursuant to 17 U.S.C. § 501,
13 15 U.S.C. § 1121, 28 U.S.C. § 1331, and § 1338. Venue in this district is proper
14 pursuant to 28 U.S.C. § 1391(b)(2) and 1400(a). Service was properly made against
15 Defendants EZ2FLY and Le.

16 2. Lucasfilm has produced motion pictures, including STAR WARS:
17 Episode IV- A New Hope; STAR WARS: Episode V – The Empire Strikes Back;
18 STAR WARS: Episode VI – Return of the Jedi; STAR WARS: Episode I – The
19 Phantom Menace; STAR WARS: Episode II – Attack of the Clones; STAR WARS:
20 Episode III – Revenge of the Sith (the STAR WARS films are referred to collectively
21 herein as the “STAR WARS Motion Pictures”).

22 3. Lucasfilm’s rights in and to its motion pictures including its rights in the
23 STAR WARS Property are hereinafter collectively referred to as “Lucasfilm’s
24 Copyrighted Works” and “Lucasfilm’s Trademarks,” and together referred to as the
25 “Copyrighted Works and Trademarks.” Attached hereto as **Exhibit 1** are copies of
26 certificates of registration for Lucasfilm’s federal copyrights, including the
27 registration for the X-WING STARFIGHTER.

1 4. Lucasfilm is also the owner of trademark rights in its X-WING mark,
2 which is the subject of two registrations with the United States Patent & Trademark
3 Office, Registration Nos. 1,888,621, and 2,562,185, for among other things computer
4 games. Copies of printouts from the United States Patent & Trademark Office,
5 reflecting these certificates of registration, are attached hereto as **Exhibit 2**.

6 Lucasfilm's Trademarks as defined herein include all of the trademarks reflected in
7 Exhibit 2.

8 5. True and correct copies of images of the item advertised, offered for sale,
9 and sold by the defendants are attached hereto as **Exhibit 3**. This item is hereinafter
10 referred to as the "Infringing Product".

11 6. Defendants EZ2FLY and Le, their agents, servants, employees,
12 representatives, successors, and assigns, and all persons, firms, or corporations in
13 active concert or participation with said Defendants, be immediately and permanently
14 enjoined from:

15 A) distributing, advertising, offering for sale, or selling the Infringing
16 Product;

17 B) directly or indirectly infringing and/or contributing to the
18 infringement of the above described Copyrighted Works and
19 Trademarks of Plaintiffs in any manner, including generally, but not
20 limited to manufacturing, distributing, advertising, selling, and/or
21 offering for sale any merchandise which infringes Plaintiffs'
22 Copyrighted Works and Trademarks, and specifically:

23 I. manufacturing, advertising, distributing, selling, and/or offering
24 for sale said products or any other unauthorized items, which
25 picture, reproduce, or utilize the likenesses of or which copy or
26 bear a substantial similarity to any of Plaintiffs' Copyrighted
27 Works and Trademarks; or

1 II. manufacturing, advertising, distributing, selling, or offering for
2 sale or in connection thereto any unauthorized promotional
3 materials, which picture, reproduce, or utilize the likenesses of,
4 or which bear substantial similarity to, any of Plaintiffs'
5 Copyrighted Works and Trademarks;

6 C) engaging in any conduct and/or contributing to any conduct that tends
7 falsely to represent that, or is likely to confuse, mislead, or deceive
8 purchasers, Defendants' customers, and/or members of the public to
9 believe that the actions of Defendants, the products sold by
10 Defendants, or Defendants themselves are connected with Plaintiffs,
11 are sponsored, approved, or licensed by Plaintiffs, or are in some way
12 connected or affiliated with Plaintiffs;

13 D) affixing, applying, annexing and using in connection with the
14 manufacture, distribution, advertisement, sale, and/or offer for sale or
15 other use of any goods or services, a false description or
16 representation, including words or other symbols, tending to falsely
17 describe or represent such goods as being those of Plaintiffs;

18 E) otherwise competing unfairly with Plaintiffs in any manner; and

19 F) Effecting assignments or transfers, forming new entities or
20 associations or utilizing any other device for the purpose of
21 circumventing or otherwise avoiding the prohibitions set forth in
22 subparagraphs (a) – (f) herein.

23 7. No admission of liability is implied by this Consent Agreement and
24 Permanent Injunction. Notwithstanding this, Defendants shall be bound by the terms
25 of the Confidential Settlement Agreement and this Consent Agreement and Permanent
26 Injunction.


1 8. The jurisdiction of this Court is retained for the purpose of making any
2 further orders necessary or proper for the construction or modification of this
3 Permanent Injunction and the Settlement Agreement between the Parties, the
4 enforcement of this Permanent Injunction and the terms of the Settlement Agreement
5 between the Parties.

6 9. This Permanent Injunction shall be deemed to have been served upon
7 Defendants EZ2FLY and Le at the time of its execution by the Court.

8 10. The Court expressly determines that there is no just reason for delay in
9 entering this Permanent Injunction, and pursuant to Rule 54(b) of the Federal Rules of
10 Civil Procedure, the Court directs entry of judgment against Defendants EZ2FLY and
11 Le.

12 11. This Permanent Injunction is a final judgment, entered against
13 Defendants EZ2FLY and Le pursuant to Federal Rule of Civil Procedure 54(b). This
14 Permanent Injunction is not and shall not be deemed to be a judgment as to any of
15 Lucasfilm's claims against any defendants in this litigation other than Defendants
16 EZ2FLY and Le.

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18 Dated June 09, 2011


Honorable Consuelo B. Marshall
United States District Court Judge

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20 Presented by:
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28 /s/Anthony M. Keats